

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
UNITED STATES OF AMERICA	:	
	:	<u>STIPULATION AND ORDER</u>
- v. -	:	23 Cr. 020 (ER)
PEACHES STERGO,	:	
a/k/a "Alice,"	:	
Defendant.	:	
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WHEREAS, on or about January 12, 2023, PEACHES STERGO, a/k/a "Alice" (the "Defendant"), was charged in a one-count Indictment, 23 Cr. 020 (ER) (the "Indictment"), with wire fraud, in violation of Title 18, United States Code, Sections 1343 and 2 (Count One);

WHEREAS, the Indictment included a forfeiture allegation as to Count One of the Indictment, seeking forfeiture to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), of any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offense charged in Count One of the Indictment, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of the offense charged in Count One of the Indictment and various personal property, and the following real property:

- a. The real property located at 1158 Trappers Trail Loop, Champions Gate, Florida;

which is more particularly described as follows:

Lot Number: 354 Subdivision Name: STONEYBROOK SOUTH N PRCL
PH2 Phase No: 2 Sec/Twn/Rng/Mer: SEC 30 TWN 25S RNG 27E
Brief Description: STONEYBROOK SOUTH NORTH PARCEL PH 2 PB
27 PGS 127-134 LOT 354
Parcel No. 302527512100013540;

(the "Subject Property");

WHEREAS, on or about April 14, 2023, the Defendant pled guilty to Count One of the Indictment, pursuant to a plea agreement with the Government, wherein the Defendant admitted the forfeiture allegation with respect to Count One of the Indictment and agreed to forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c): (i) a sum of money equal to \$2,830,775 in United States currency, representing proceeds traceable to the commission of the offense charged in Count One of the Indictment (the “Money Judgment”); and (ii) all right, title and interest of the Defendant in various personal property, which constituted or was derived from proceeds traceable to the commission of the offense charged in Count One of the Indictment that the Defendant personally obtained (the “Forfeited Property”);

WHEREAS, on or about April 18, 2023, the Court entered a Consent Preliminary Order of Forfeiture as to Specific Property/Money Judgment (the “First Preliminary Order of Forfeiture”) imposing a money judgment against the Defendant in the amount of \$2,830,775 in United States currency (the “Money Judgment”), and ordering the forfeiture to the United States of all of the Defendant’s right, title, and interest in the Forfeited Property;

WHEREAS, on or about July 27, 2023, the Court entered a Second Preliminary Order of Forfeiture as to Specific Property, forfeiting all right, title and interest of the Defendant in the Subject Property;

WHEREAS, the Subject Property is held in the name of the Defendant and John Paul Miller (“Miller”) as joint tenants with rights of survivorship;

WHEREAS, on or about August 11, 2020, the Defendant and Miller executed and delivered a note in the amount of \$180,082 to Eagle Home Mortgage LLC (“Eagle”);

WHEREAS, as security for payment, on or about August 11, 2020, a Mortgage in the amount of \$180,082 (the “Mortgage”) was executed in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Eagle against the Subject Property;

WHEREAS, on or about October 1, 2020, the Mortgage was assigned to Freedom Mortgage Corporation (“Freedom”);

WHEREAS, the United States acknowledges Freedom’s interest in the Subject Property held by Freedom as a result of the Mortgage;

WHEREAS, as of September 7, 2023, the current total amount of principal, interest, and late charges remaining on the Mortgage is \$169,627.65; and

WHEREAS, the United States Attorney’s Office for the Southern District of New York and Freedom have agreed, in order to avoid litigation, to resolve Freedom’s interest in the Subject Property on the terms and conditions set forth below;

IT IS HEREBY STIPULATED AND AGREED, by and between Damian Williams, United States Attorney for the Southern District of New York, by and through Assistant United States Attorney Adam Sowlati, of counsel, and Freedom Mortgage Corporation, by and through its counsel Joseph J. Beglane, Esq., that:

1. The United States of America hereby recognizes that Freedom, and its successors and assigns, has a valid lien and legal right, title and interest in the Subject Property, and such right, title, and interest is superior to the interest of the Government in the Subject Property.

2. Freedom shall not take any action to foreclose upon the Mortgage without prior approval from the Government.

3. Upon the sale of the Subject Property, pursuant either to a final order of forfeiture in this criminal matter forfeiting all right, title and interest in the Subject Property to the United States, or pursuant to an interlocutory sale order in this criminal matter, the United States acknowledges the lien rights of Freedom and its successors and assigns, and agrees to satisfy, from the proceeds of the sale of the Subject Property, the Mortgage and applicable interest charges and late charges on the same accrued prior to the entry of a final order of forfeiture, to the extent that there are sufficient proceeds, after satisfying any outstanding property taxes and the deduction of government expenses relating to seizure, maintenance, custody, and disposal of the Subject Property.

4. In furtherance of such a sale, the Parties agree to execute promptly any documents which may be required to convey clear title to the property and complete the sale of the Subject Property.

5. Upon entry of this Stipulation and Order, Freedom shall not contest the forfeiture of the Subject Property to the United States.

6. This Stipulation and Order constitutes the complete agreement between the parties hereto on the matters contained herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement shall be enforceable. Any modifications to this agreement shall be in a writing signed by the parties.

7. The parties hereby waive all rights to appeal or to otherwise challenge or contest the validity of this Stipulation and Order.


8. Each party to this Stipulation and Order shall bear its own costs and attorney's fees. No attorney's fees associated with this settlement shall be authorized.

9. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.

10. The signature page of this Stipulation and Order may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signature pages may be by fax or scanned and such signatures shall be deemed as valid originals.

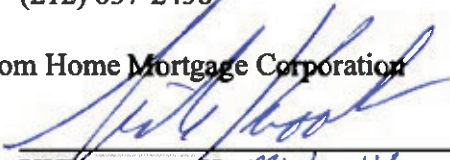
AGREED AND CONSENTED TO:

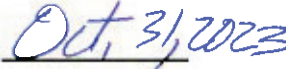
DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: 
ADAM SOWLATI
Assistant United States Attorney
One St. Andrew's Plaza
New York, NY 10007
(212) 637-2438

November 14, 2023

DATE

Freedom Home Mortgage Corporation
By: 
XXXXXXXXXX Michael Knoack
Fed Supervisor


DATE

By: S/ Joseph J. Beglane
Joseph J. Beglane, Esq. (Bar ID: 5589734)
Counsel for Freedom Mortgage Corporation
Dinsmore & Shohl LLP
255 East Fifth Street, Suite 1900
Cincinnati, OH 45202
Telephone: (513) 977-8388
Joseph.beglane@dinsmore.com

September 25, 2023
DATE

SO ORDERED:

A handwritten signature in blue ink, appearing to read 'Edgardo Ramos', is written over a horizontal line.

HONORABLE EDGARDO RAMOS
UNITED STATES DISTRICT JUDGE

11/17/2023
DATE